



KOLKATA PORT TRUST

Hydraulic Study Department

20, Garden Reach Road,

Kolkata -700043

Phone : + 91-33-2409-3031/ 2409-3032

Fax : + 91-33-2409-3036

Website: www.kolkataporttrust.gov.in

WORK TITLE: Tender Notice for “Operation and maintenance of Diesel Generator Set at Haldia VTMS station, as and when required, including supply of diesel oil, lubricant, spares etc. (comprehensive) along with other the ancillary works ” under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT) for a period of two years.

E-Tender under single part, Techno-Commercial Bid and Price Bid are invited from reliable, bona fide & experienced agency/ contractor having supply/ maintenance/ repairing of such type of job as per Prequalification criteria as stipulated in Tender Document for the above work. Bid Document may be seen from CPP portal of Govt. of India www.eprocure.gov.in and website of Kolkata Port Trust www.kolkataport.gov.in . Corrigendum, Clarifications, Addendum, if any, shall be hoisted on the above mentioned websites only.

Bidders will have to participate in bidding process through NIC’s CPP portal for e-procurement-GePNIC www.eprocure.gov.in only. The last date of submission of online bids is 20-03-2020. For further details please visit www.eprocure.gov.in.

(D. Guha)
Chief Hydraulic Engineer

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Hyd/8156.II/69 Dt. 17.02.2020
b. MODE OF TENDER	<p>e-Procurement System (Online single part Techno-commercial and Price Bid) through www.eprocure.gov.in</p> <p>The intending bidders are required to submit their offer online through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.</p>
c. Availability of NIT in KoPT website	From 18-02-2020 to 20-03-2020 (Upto 14.00 hours)
d. Offline Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on 27.02.2020 at 11:00 hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
e. Pre-Bid Meeting closing date & Time	On 27.02.2020 at 14.00 hrs
f. i) Estimated Cost Of Work	Rs.15,70,000.00 (Rupees Fifteen Lakh Seventy Thousand) only excluding Goods and Service Tax (GST) as applicable.
ii) Earnest Money Deposit (EMD)	<p>The intending bidders should submit Earnest Money of Rs. 31,400/- (Rupees Thirty One Thousand Four Hundred) only in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected.</p> <p>Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any Nationalised/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within three (3) days from the closing date of online submission of tender.</p>
iii) Cost of Tender	The intending bidders should submit the tender document cost of Rs. 590/- (Rupees Five Hundred Ninety) only

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iv) Last date of uploading of EMD and Tender Documents fee through Demand Draft /Pay order in favour of Kolkata Port Trust.	(non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within three (3) days from the closing date of online submission of tender. 20-03-2020 (upto 14:00 hours)
g. Last date of submission of EMD & Tender Document fee at Kolkata Port Trust	24-03-2020 upto 17:00 Hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043
h. Date of Starting of online e-tender for submission of Techno-Commercial Bid and Price Bid at www.eprocure.gov.in	02-03-2020 (From 12.00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	20-03-2020 (Up to 14:00 hours)
j. Date & time of opening of Techno-commercial Bid & Price Bid	23-03-2020 (at 15:00 hours) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of KoPT.

List of Annexures

Important Instructions for E- procurement	:-	Annexure - A
Commercial Terms & Conditions	:-	Annexure - B
Techno Commercial Bid (Part-I)	:-	Annexure - C
List of Scanned Documents required to be uploaded	:-	Annexure – D

IMPORTANT INSTRUCTIONS FOR E-TENDER

1. Tender document can be viewed and downloaded from Kolkata Port Trust website www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in . The bid is to be submitted online only on NIC's CPP Portal for e-Procurement-GePNIC (www.eprocure.gov.in) up to last date and time of submission of bids. No hard copy of tender document will be provided by KoPT.
2. Bidders are requested to use internet Browsers: Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:
 - Bidders Manual Kit
 - Help for Contractors
 - FAQ
3. The tenderer shall upload the scanned copy of the Pay Order / Demand Draft towards the cost of EMD and cost of tender as proof of payment while submitting the tender online in the NIC's CPP Portal for e-Procurement (GePNIC).
4. The EMD and cost of bidding documents shall be submitted in the form of Pay Orders (PO) / Demand Drafts (DD) drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata and payable at Kolkata.
5. The Tenderer who is exempted for payment of EMD and cost of Tender documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
6. The Pay Order /Demand Draft for EMD and cost of Tender document in original / Notarized Copy of Exemption Certificate as mentioned above shall be forwarded to Office of the Chief Hydraulic Engineer, Hydraulic Study Department (HSD), Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043, by **24-03-2020**. Mere uploading of proof of PO/DD towards EMD and cost of Tender documents in the e-procurement portal and non submission in original to the above mentioned address may lead to technical disqualification of bids.
7. The offer (both Techno-Commercial & Price) must be valid at least 120 days from the date of opening of offer; otherwise, the offer shall be rejected as non-responsive.
8. The bidders' queries, if any, will be clarified through NIC's CPP Portal for e-Procurement (GePNIC) after completion of the scheduled pre-bid meeting as mentioned in the tender document.
9. Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

10. Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject all offers without assigning any reason thereof.
11. If the offers are not received according to the instructions detailed here above, the offers shall be liable for rejection.

Contact Persons (Kolkata Port Trust):

1. Mr. Sachin Yadav, Executive Engineer
Email: sachin.yadav@kolkataporttrust.gov.in

Contact persons (CPP Portal) :

1. Mr. Nazmush – Mob. 9563251950
E-mail : webhelpdesk@gmail.com
See CPP Portal for contact details.

Annexure –B

COMMERCIAL TERMS & CONDITIONS

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	Due date of submission of tender will not be extended under any situation.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website-> Rules & Regulations-> Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Special Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Hydraulic Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
5	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
6	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
7	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
8	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
9	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata -700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

10 **VALIDITY :**

The tender shall remain open for acceptance for a period of **120 days** from the date of opening of offer.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

During techno-Commercial Evaluation, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender cost,
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) the bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) if the offer is conditional.
- (vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if —

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

11 The bidder shall quote his price as per the Bill of Quantities in the Price bid.

12 The Bidder shall state clearly his quoted rates both in figure & word.

13 Price(s) to be quoted should remain firm over the contract period.

15 All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.

16 **EVALUATION CRITERIA:** As per relevant clause of Tender Document

- 17 PAYMENT: As per Tender document, Annexure -C.
- 18 Location: As per Tender document.
- 19 Time of Completion: As per Tender document. Annexure -C.
- 20 JURISDICTION OF COURT :
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 21 Micro & Small Enterprises (MSEs) registered with NSIC
- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs has to be submitted along with the bid.
- 22 EARNEST MONEY : **Rs. 31,400/- (Rupees Thirty One Thousand Four Hundred)** only
- 23 BID DOCUMENT FEE : **Rs. 590/- (Rupees Five Hundred Ninety) only** including GST
- E-Tender submitted without requisite Earnest Money and bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- 24 PO/DD towards EMD and Bid document fee are to be submitted physically within three (3) days from the closing of online submission of tender, i.e. **by 24-03-2020**, in an envelope superscripting **EMD & Bid document fee** for the e-tender number on the envelope at office of the Chief Hydraulic Engineer, Hydraulic Study Department (HSD), Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043.

NOTICE INVITING TENDER

E-Tender under single stage system (Techno-commercial bid + Price bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

Name of work	:	“Operation and maintenance of Diesel Generator Set at Haldia VTMS station, as and when required, including supply of diesel oil, lubricant, spares etc. (comprehensive) along with other the ancillary works” under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT) for a period of two years.
Estimated Cost	:	Rs. 15,70,000.00 (Rupees Fifteen Lakh Seventy Thousand) only excluding GST.
Period Of Execution	:	Two (2) years from the date of acceptance of work Order.
Earnest Money	:	Rs. 31,400/- (Rupees Thirty One Thousand Four Hundred) Only
Period of Download of E-Tender (Both Days Inclusive)	:	18-02-2020 to 20-03-2020 (UPTO 14:00 HRS.) (Bid document will be available on Kolkata Port Trust website www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in Bidders will have to participate in bidding process through www.eprocure.gov.in only.
Date and Time for pre-bid meeting (offline)	:	The Pre-Bid Meeting will be held on 27.02.2020 at 11:00 hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of online e-tender (Techno-Commercial Bid & Price Bid)	:	20-03-2020 Up to 14:00 hrs.

Cost of Tender Document (Non-refundable)	:	Rs. 590/- (Rupees Five Hundred Ninety) Only including GST
➤ Contact Person / Dealing Officer	:	1. Shri Sachin Yadav, Executive Engineer Email: sachin.yadav@kolkataporttrust.gov.in

Details of the Tender & Tender Documents are available in web site of Kolkata Port Trust www.kolkataporttrust.gov.in and of NIC's CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in and bidders have to participate in bidding process through www.eprocure.gov.in only.

PRE-QUALIFICATION CRITERIA : -

The prequalification criteria will be as follows and the bidder is required to upload the scanned copy of the following documents as part of its Techno-commercial bid:

1. The intending bidder must have successfully completed similar works like Operation and maintenance of Diesel Generator sets, lighting with fixtures/ fittings, electrical accessories, during the last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either (i) **03 (Three)** similar satisfactorily completed such type of work costing not less than the amount equal to **Rs. 6.28 Lakh** /- in each occasion.

Or (ii) **02 (Two)** similar satisfactorily completed such type of work costing not less than the amount equal to **Rs. 7.85 Lakh** /- in each occasion.

Or (iii) **01 (One)** similar satisfactorily completed such type of work costing not less than the amount equal to **Rs.12.56 Lakh**.

2. Average turnover during the last 3 years ending 31st March of the previous financial years should be at least **Rs.4.71 Lakh** /- (Rupees Four Lakh Seventy One Thousand) only.

3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.

4. Documents in the form of copies of Letters of Award of works along with corresponding Completion Certificates from employer to justify that the intending bidder satisfies the above mentioned pre-qualification criteria will be considered as credential of completed works.

The bidder is required to upload the scanned copy of the documents for complying the above mentioned prequalification criteria as part of its Techno-commercial bid, failing which their bid will be rejected.

4. Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from employer to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ii) Valid Trade Licence.
- iii) Valid Professional Tax Certificate up to date tax payment challan.
- iv) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Certificate (ESIC), ESI Registration Certificate.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2016-2017, 2017-2018 and 2018-2019**) and the same should be audited. Auditor/Chartered Accountant's certificate with their UDIN should be submitted as per relevant norms wherever required.
- vii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- viii) Certified copies of PAN Card.
- ix) Valid electrical contractor licence issued by Directorate of Electricity, Govt. of West Bengal.
- x) Electrical Supervisor holding valid Electrical Supervisors' Certificate of competency issued by the licensing Board (Electrical) Govt. of West Bengal.
- xi) Valid licenses of the operator/ electricians issued by the competent authority to be deployed for the subject work.
- xii) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- xiii) Undertaking stating that "I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- xiv) Goods and Service Tax (GST) Registration Certificate.
- xv) Form A duly filled in.
- xvi) Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- xvii) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

SCOPE OF WORK:

Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust (KoPT) intends to receive offers for the work “Operation and maintenance of one no. 20 KVA, air cooled, Kirlosker Diesel Generator set including alternator at Haldia VTMS station along with other ancillary works complying the tendered conditions for electrical & mechanical installation at Haldia Township. The proposed work will include the following: -

Operation & maintenance of following:

- i. Operating hours round the clock as and when required during non-availability of proper power supply from WBSEDCL. Gen set will be normally on “stand-by mode”. Operation is to be done during the mains power failure/ fluctuation in voltage/ frequencies/ other abnormalities in the mains supply at any time for VTMS functioning round the clock as the case may be.
- ii. Lighting with fixtures / fittings of the Campus, Radar Tower, Control room, equipment room and office of VTMS station
- iii. Misc electrical equipment such as fan, bulbs, switches, distribution panel etc.
- iv. To provide operational assistance for the equipments installed in tower, Control room, equipment room.
- v. Bi-monthly joint Field Service Report to be carried out for generator set as per given parameters is to be submitted duly signed by the firm representative and KoPT representative.

INSTRUCTION / FEATURES TO BE NOTED BY THE BIDDERS

• GENERATOR OPERATION

- a. Experienced engine operator should be available round the clock at VTMS station at risk and responsibility of the contractor. No accommodation will be provided for the personnel for duty. However, seating arrangement will be provided during duty hours.
- b. The offer should be quoted for the least number of personnel required for operation of the Gen. set inclusive of licentiate operator for operating the Gen. set and maintenance as required. The rules, regulation issued by the appropriate competent authority is to be followed. KoPT is not liable for any violation of prevailing rules, regulations etc. whatsoever.
- c. The diesel and the lubricant etc required for operation of Gen set is to be provided by contractor. KoPT will pay hourly running charges for the same. Prices for operation and maintenance with the cost of fuel (Diesel, Lubricant etc)/ hour run or part thereof, as per BOQ is to be quoted by bidder.

A. Field Service Report:

A filed service report is to be submitted bi-monthly duly certified by station-in-charge of Haldia VTMS station. The report should consist of following parameters:

Engine Make & Sl. No. ; Alternator Make & Sl. No. ; Panel Make
Status of following: Hoses, Earthing, Connection Panel, Battery, Air Cleaner, Belt, Radiator, Safeties, Cleanliness, Leakage
Performance Parameters readings of following: Lubricant Oil Pressure in kg/cm², No load RPM, Load RPM, KW, Load Current (R/Y/B) in Amps, Voltage & Frequency, Battery Charging
Remarks, if any

The Parameters in field service report are indicative; bidder may include additional parameters for diesel generator maintenance.

B. Maintenance:

Preventive day-to-day routine maintenance of the Gen. Sets along with all accessories and electrical on a regular basis are to be done including:

- i) Renewal of all leaking joints etc.
- ii) Oiling & greasing of all necessary parts and any other maintenance work as deemed necessary from time to time for such Gen. Set for uninterrupted operation.
- iii) Lightings with fixtures / fitting with all electrical accessories of the Control room, Radar tower, equipment room and office. If required the lights fixtures / fittings etc. are to be replaced, actual cost plus handling charges (if any) will be reimbursed.

The operator of the D. G. Set should have valid licence, if required for operating the specified D.G. sets. The operator is also required to have knowledge of Electrical / Mechanical work to rectify the defects of the electrical connections and mechanical assembly.

The offer must indicate the qualification, experience of the personnel to be engaged for the maintenance / operation of the Diesel Gen. set. The following certificates duly authenticated should be furnished.

1. Valid electrical contractor licence issued by the Directorate of Electricity, Govt. of West Bengal.
2. Electrical Supervisor holding valid Electrical Supervisors' Certificate of competency issued by the licensing Board (Electrical) Govt. of W.B.
3. Valid licenses of the operators/ electricians and assistants issued by the competent authority to be deployed for the subject work.

In case of absence of any of the categories, arrangements for the replacement of the absentees will be required to be made forthwith. Suspension of operation due to negligence and absence

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of any of the personnel will attract compensation for damages. The amount of compensation will be determined by the Officer In-charge & will be binding on the contractor.

Penalty at the rate of ½ % of the total amount per day subject to a maximum of 10%, if the work is hampered. The offer should include comprehensively the charges for :

- a) Top overhauling of the diesel Gen. Sets./ repairing whenever required.
- b) Replacing un-workable parts/ spares/ lights/ fittings/ fixtures for lights etc.
- c) The supply of spares is the responsibility of contractor. In case of replacement of the components/ spares the contractor has to submit the authenticated document. The payment will be made on actual cost of the components/ spares plus 20% handling charges, if any, of each such components/ spares on certification of the Station In-charge of the station. The maintenance programme is to be arranged without affecting the basic work of VTMS with consultation of the officer in-charge/ Station in-charge of the station.
- d) The contractor will also remain liable for proper upkeep of the generator room including the diesel generator set, fittings, fixtures and appurtenance during the period of the contract.
- e) The generator operator/ helper/ technician deputed for the purpose of operation and maintenance of the generator sets should report to the Station in- charge of the station.
- f) The operator should hold a workman permit certificate and the supervisor should possess the government supervisors' licence. The contractor should have valid electrical licence.
- g) In any repair/ break down, the generator sets are to be put back in commission on an urgent basis to avoid any disruption during operation of the system.
- h) The contractor may visit the site at Haldia VTMS station, Jawahar Tower, Haldia Township, Purba Medinapur on any working days during working hours for inspection of the site, generator sets and for any details. The tenderer may contact Executive Engineer (Shri Sachin Yadav) at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043 for any clarification during office hours on any working day.
- i) The Earnest Money will be released to the unsuccessful bidders without any interest in due course. In case of successful bidder, EMD will be released without any interest after security deposit equivalent to EMD is recovered by KoPT.
- j) Security deposit @ 10% will be deducted from every bill of every month and it will be released after satisfactory completion of contract period without any interest.
- k) The bidder must inspect thoroughly the site condition and acquaint themselves with the prevailing conditions and quote their rate accordingly with no prejudice. It may please be noted that the generator set is of 20 KVA installed in the year 1998.
- l) If maintenance is found not satisfactory during contract period, the contract will be liable to be terminated with a notice of one month period and Risk purchase clause will be applicable in terms of relevant clause of GCC.
- m) Evaluation will be made on a lump-sum comprehensive turnkey basis for both items for Haldia VTMS station. The price offer is only to be submitted as per BOQ.

Location

The locations of station of HSD are geographically mentioned below:

- i. VTMS Station at Haldia – Jawahar Tower, HDC Complex, Haldia Township,
Dist: Purab Medinapur- 721607

Validity of offers

The e-tender shall remain valid for a period of 120 (one hundred and twenty) days from the date of opening of bids.

Other Important points

1. The bidder should inspect the sites before submission of their offer.
2. At any time prior to the deadline for submission of tenders, the Chief Hydraulic Engineer may for any reason, whether at its own initiative, or in response to a clarification required by a prospective Tenderer, modify the Tender Documents. The amendment shall be part of the Tender Documents.
3. The prices shall be quoted only in the Indian Currency.
4. The Earnest Money Deposited shall be forfeited :
 - (a) If the tenderer withdraws their offer during the period of tender validity, specified by KoPT.
 - (b) In the case of a successful tenderer, if the Contractor refuse to accept the contract by signing the agreement in accordance with tender condition.
5. The Earnest Money will be released to the unsuccessful bidders without any interest immediately after finalization of the tender. In case of successful bidder, EMD will be released without any interest after security deposit equivalent to EMD is recovered by KoPT from monthly bills.
6. A pre-bid meeting with prospective bidders will be held at the office of the Chief Hydraulic Engineer, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043, at 1100 hrs on 27.02.2020. The bidders or his authorised representative may attend the pre bid meeting for any clarification etc.
7. The last date of submission of tender will not be extended under any situation.
8. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website → Rules & Regulations→ Non-service Regulations) and other documents forming part of this Contract wherever the Contract so requires.
9. Kolkata Port Trust is not bound to accept the lowest offer and reserve the right to accept any or reject bid without any reason thereof.

10. The L1 bidder who will be found acceptable techno-commercially will be asked for presenting the original of the submitted / uploaded documents for verification. The bidder must comply it otherwise their bid may be rejected.

11. Price evaluation criteria:

Evaluation of bid will be made on the basis of Sum total of Cost (excluding GST) of monthly charges for operation and comprehensive maintenance of Diesel Generator sets, lights with fittings and fixture etc at Haldia VTMS stations as mentioned in the BOQ .

PRICE BID (BOQ) – Price Schedule

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender as the financial bid. If the BOQ file is found modified by the bidder, then his bid will be rejected.

SPECIAL CONDITIONS OF THE CONTRACT

A. Definitions

In the General Conditions, Special Conditions, Conditions of Tender, Specifications, Bill of Quantities, Schedule of Rates and Prices, Tender and the Contract Agreement, the following words and expressions shall have the meaning herein assigned to them except where the context otherwise requires :

- (a) Trustees means the Trustees for the Port of Kolkata constituted by Major Port Trust Act, 1966.
- (b) 'Contractor' means the Company, Firm, Person or Persons whose tender has been accepted by the Kolkata Port Trust and includes the Contractor's successors (approved by the Kolkata Port Trust), representatives, heirs, executors and administrators unless excluded by the contract.
- (c) 'Engineer' means and includes the Chief Hydraulic Engineer of the Kolkata Port Trust.
- (d) 'Engineer's Representatives' means the Deputy Chief Hydraulic Engineer Commander /Dy. Director/ Executive Engineer/ Senior Scientific Officer/EIE of the Kolkata Port Trust or any other person or persons to whom the Chief Hydraulic Engineer may delegate his authority in writing.
- (e) 'Work' means the work to be executed in accordance with the contract and includes extra works.
- (f) 'The Contract' means and includes the tender, acceptance of tender, the General Conditions, Special Conditions if; any, conditions of tender, specifications, drawings, priced Bill of Quantities, Kolkata Port Trust's schedule of rates and prices and the Contract Agreement.
- (g) 'Contract Price' means the sum named in the tender subject to such additions thereto or deductions there from as may be; made under; the; provisions hereinafter contained.
- (h) 'Drawings' means the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- (i) 'Site' means the lands and other places on, under in or through which the works are to be executed or carried out and any other lands or places, provided by the Kolkata Port Trust for the purposes of the contract.
- (j) 'Month' means English Calendar month.

B. Duties & Power of the Engineer

The Engineer of the contract may authorize his representative to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. Any written instructions or written approval given by the Chief Hydraulic Engineer or his authorized representative to the Contractor shall bind the Contractor and the Kolkata Port Trust as though it had been given by the Chief Hydraulic Engineer.

C. Duties & Power of the Engineer's Representative

The duties of the Engineer's Representatives are to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works.

D. Authority of the Engineer.

The Contractor shall execute and complete the works under the direction and to the entire satisfaction of the Engineer or his authorized representative and shall comply with the Engineer's or his authorized representative directions on any matter; whatsoever. The Contractor shall take instructions only from the Engineer.

1. Use of Contract Documents and Information

- 1.1 The Contractor shall not, without the Kolkata Port Trust's prior written consent, disclose the contract, or any provisions thereof, or; any specification, drawing pattern, sample or information furnished by for on behalf of the KoPT in connection therewith to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 1.2 The Contractor shall not, without the KoPT's prior consent make use of any document or information specified in Clause 1.1 above except for purposes of performing the contract.
- 1.3 Any document, other than the contract itself specified in Clause 1.1. above, shall remain the property of the KoPT and shall be returned (all copies) to the KoPT, on completion of the Contractor's performance under the contract, if so required by the KoPT.

2. Terms of Payment:

On account payment to the Contractor shall be made on monthly basis after satisfactory completion of the work at the quoted rates in the Bill of Quantities. The terms of payment shall be accordance with Clause-6 of the General Conditions of Contract.

The Bill in Quadruplicate is to be submitted to the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700 043 giving details of Bank Particulars for payment viz. (i) name of bank (ii) branch name (iii) branch code, (iv) designated account number etc require for on account payment.

Security deposit @ 10% will be deducted from every bill of every month and it will be released at the end of satisfactory completion of contract period without any interest.

3. Disparity in quoted rate/ amount:

- (i) A full priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these pieces shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of the quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of the total price thus arrived, after subtracting Service Tax, as applicable. The tender must not keep any column/ space blank in any item under BOQ, else the tender is liable for disqualification.

4. Tax laws :

a. Change in law clause

- Any new statutory levies, taxes, duties, cess etc. imposed by the Central /State/Local authorities by way of fresh notification subsequent to the issue of Work Order/ Purchase Order, but within the stipulated contractual period, shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the contractor will be required to agree to an adjustment to the contract price to reflect the financial impact of such “Change in Law”.

b. General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payment to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST Laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier / service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/ Debit Note / Credit Note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for as particular year before September of the succeeding Financial Year.
- The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

5. Security deposit:

Ten percent (10%) of the total contract value will be kept as security deposit & the entire security deposit will be released, without any interest, after satisfactory completion of two years contract period. In case of non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the security deposit and/or enforce the same unilaterally.

6. Settlement of Disputes:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract of Kolkata Port Trust.

7. Agreement:

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of KoPT] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from acceptance of the Work Order.

The cost of stamping Agreement must be borne by the successful Bidder.

8. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputed Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/ damage etc. And keep the Engineer indemnified against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding work 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FROM OF TENDER & he shall have to obtain a regular/ permanent license as per sec12(1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner (central)/ Labour Enforcement Officer (central) in form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

9. COMPLIANCE WITH E.S.I., E.P.F. & M.P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act -1952 (along with amendments, if any), issued from time to time.

If asked for by the employer, the contractor will be required to submit photo copy of all payment challans and produce the original for verification to the representative of the principal employer.

10. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The minimum Wages Act, 1948
- b) The payment of wages Act, 1936
- c) The workman compensation Act, 1923
- d) The employees provident fund Act, 1952.
- e) The contract labour (Regulation and abolition) Act, 1970; Rules 1971.
- f) The equal Remuneration Act 1976.
- g) The employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1986
- h) Child Labour (Prohibition and Regulation) Act, 1986.
- i) The Maternity Benefits Act, 1961
- j) Interstate Migrant Workmen (Regulation Of Employment & conditions of service) Act, 1979

11. Taxes and Duties:

The prices quoted shall be including all statutory levies excluding GST which will be paid extra.

- Supplier/ Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The supplier/ Service provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/ Service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service provider and details available with Kolkata Port Trust, then payments to Supplier/ Service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that

the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier/ Service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/ Debit note/ Credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial year.
- The purchase order/ work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
- GST as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractor's bill at applicable rates and the same will not be reimbursed by KoPT.

12. Risk Purchase:

In case of refusal or discontinuance of providing service by the contractor during the entire contractual period, the contractor will be liable to reimburse the cost to KoPT as may be necessary for carrying out the work as mentioned in the NIT at the cost of contractor. KoPT reserve the right to take appropriate action against defaulted contractor.

Form - A

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorised signatory:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Goods and Service Tax Registration Number (please attach GST Registration certificate).
9. Particular of work experience (one instance only- please attach photocopy):
 - a) Name and address of Client:
 - b) Name of work:
 - c) Value of work:
 - d) Time of commencement and completion of the job:

Authorised
Signatory
(Company Seal)

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF ARGEEMENT

THIS AGREEMENT made this Day of201....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be _ read and construed as part of this Agreement viz.
 - (a) The said Tender/offer & the acceptance of tender /offer.
 - (b) The General Conditions of Contract.
 - (c) Special Conditions of Contract (if any).
 - (d) The Conditions of Tender.
 - (e) The Specification.
 - (f) The Bill of Quantities.
 - (g) The Trustees' Schedule of Rates and Price (if any)
 - (h) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and first above written.

The of
.....
...

NIT No. Hyd/8156.II/69

Date: 17.02.2020

.....
.....
was hereunto affixed in the presence of :

Name :.....
Address:.....
.....
.....
.....

OR
SIGNED SEALED AND DELIVERED

By the said
.....
...

In the presence of :

Name :
.....
.....
Address
.....
.....

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :
.....

Address :
.....
...

Annexure –D

Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Credentials in the form of copies of Letters of Award of Works along with corresponding completion Certificates from employer to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance. Certificate/ up to date tax payment challan.
- iv) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Certificate (ESIC), ESI Registration Certificate.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2016-2017, 2017-2018 and 2018-2019**) and the same should be audited. Auditor/Chartered Accountant's certificate with their UDIN should be submitted as per relevant norms wherever required.
- vii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- viii) Certified copies of PAN Card.
- ix) Valid electrical contractor licence issued by Directorate Electricity, Govt. of West Bengal.
- x) Electrical Supervisor holding valid Electrical Supervisors' Certificate of competency issued by the licensing Board (Electrical) Govt. of West Bengal.
- xi) Valid licenses of the operator/ electricians issued by the competent authority to be deployed for the subject work.
- xii) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- xiii) Undertaking stating that " I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- xiv) Goods and Service Tax (GST) Registration Certificate.
- xv) Form A duly filled in.
- xvi) Self declaration of the bidder that the Bidding Firm has Not been debarred/ de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.
- xvii) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.